



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

उद्योग क्षेत्र, नई दिल्ली / Industry Sector, New Delhi

**मानव संसाधन प्रबंध / Human Resources Management**

Ref. No:-ID/HRM/Tea-Coffee/2015-2016

Dated:-03.08.2015

To,

Open Tender

Dear Madam/Sir,

**Subject: Rate contract of tea/coffee Services through vending machine.**

Quotations are invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organization submitting the offer legibly super – scribed on it, for the above – mentioned item so as to reach the Tender Room before or on 30.08.2015 by 2.00 P.M.

SCOPE:

Rate contract of Tea/coffee Services through vending machine at BHEL Lodhi Road. The Contract will be valid for a period of two year. The same may however be extended further for a period of one year/part thereof with mutual agreement, in writing, on the same Rates, Terms and Condition.

PAYMENT TERMS:

Payment will generally be made on a monthly basis within 15 days after receipt of bill correct in all respect and verification by BHEL representative for satisfactory completion of the work and actual quantity. No advance money will be paid under any circumstances. Also no interest shall be paid due to making the payment.

Please quote the total F.O.R. destination BHEL Lodhi Road inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation until completion of the contract.

BID SUBMISSION:

EMD: Rs 40,000.00 as per clause no 1 of enclosed Annexure -1) Terms & Conditions).

Security deposit: 1 Lakhs +7.5% of amount exceeding 10 Lakhs of total value of contract, excluding taxes.

As per clause no 7 of enclosed Annexure-III (Commercial Terms & Conditions).

All other terms and condition shall be as per NIT. Enclosures- Annexure-1 to Annexure-x

Thanking You,

Your faithfully,

For and on behalf of BHEL



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Annexure- "1"

## Terms & Conditions

### A. PRE QUALIFYING REQUIREMENTS (PQR) :

- 1) EMD of R 40,000/- (Rupees Forty thousand Only) to be submitted by way of either banker's cheque or demand draft drawn in favor of "M/s BHEL" , payable at New Delhi. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.
- 2) The bidder should have PAN No.
- 3) The Bidder should have a valid VAT/sales tax registration certificate and service tax registration certificate.
- 4) The bidder's average annual financial turnover during the last three financial years ending 31<sup>st</sup> March' 2015 should be at least 7 Lakhs. Copy of acknowledgements of IT return of last three financial years. In case of unavailability of IT returns for financial year 2014-2015 certificate for the same shall be furnished.
- 5) The bidder should have work experience for the successfully completing similar kind (Tea & Coffee) made from fresh milk through vending machine) of Work. One similar completed work of amount not less than 16.00/- lakhs with minimum of 400 cups per day or two similar completed work of amount not less than 10.00/- lakhs with minimum of 300 cups per day, in last 3 years. The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job and duration of contract / job shall be indicated in the work completion certificate form the client. The certificates shall be issued by competent authority with his/ her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

### B. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) EMD of Rs 40,000/- (Rupees forty thousand Only) in the form of Pay Order Demand Draft in favor of BHEL, payable at New Delhi, Must be submitted in a separate envelope.

(Signature & seal of the contractor)



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**No interest shall be payable by BHEL on EMD amount:** The EMD shall be forfeited in case of:

b) Withdrawal of bid or increase in rates of change in bid condition after opening of the tender  
(Part 1 BID)

i) Refusal to enter into contract after the award of contract.

ii) If operations of the contract are not commenced from the date indicate in the award of contract.

iii) Copy of Pan card/VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.

iv) Copy of Experience certificate in tea/Coffee services.

v) Copy of balance sheet of other relevant valid document for financial turnover.

Annexure – 'II'

Technical Terms & Conditions / Specifications

1) SCOPE OF WORK No:

a) Successful bidder shall be required to supply Tea – Coffee fresh Milk through vending machine to BHEL at below mentioned location on working days. Required items is given below:

- i) Normal Tea
- ii) Without Sugar Tea
- iii) Lemon Tea
- iv) Coffee

Tomato soup (If required, should be provided by bidder on same rate as of Tea & Coffee)

Locations:

a., BHEL Lodhi Road New Delhi-110003 (Basement )

If needed, interested bidder may visit the sites before submission of bid.

Approx. 310 cups per day are required and quantity may be increase/ decrease in future depending upon actual requirement.

**(Signature & seal of the contractor)**



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- b) Price should be quoted inclusive all taxes.
- c) Tea/Coffee shall be supplied in paper cup 1<sup>st</sup> quality of size 150 ml ,Tea/coffee quantity 100 ml in cup
- d) All input /consumables required like equipment materials etc. along with required manpower for preparing and serving the items will be arranged by contractor at his own cost. BHEL will provide space and electricity.
- e) Maintenance, repair and replacement of machine for any reason will be the responsibility of the contractor.
- f) The material like that should be fresh milk Shall be of reputed brand.
- g) The manpower deployed by the contractor should be courteous, well behaved and possess positive attitude. He/they should be neat and properly dressed. Rude and discourteous behavior of the operator will invite penalties and may also lead to cancellation of his entry pass. The operator should strictly follow the time schedule.
- h) The machine shall always be kept in neat, clean and hygienic condition.
- i) Contractor has to take all the responsibility of his employees working inside the company office premises. All the payment related issues of operator (Minimum wages fixed by govt., PS, ESI, etc.) has to be taken care by the contractor itself and the contractor have to follow the rules pertaining to labour law of govt. of India. BHEL will not be liable to pay any type of compensation if any accident of fatal injury etc. happens to contractor's employees. The contractor shall only be liable for the same.
- j) The rate quoted for all the items of the work shall be inclusive of all taxes.
- k) The tender may be rejected because of unsatisfactory part performance in the execution of an earlier contract if noticed during technical evaluation.
- l) The tender document may be submitted through speed post/ ordinary post of delivered by hand to reach with in the stipulated date and time.

**(Signature & seal of the contractor)**

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m) The technical bids will be opened in the presence of authorized representative of the bidders who wish to be present. BHEL reserves the right to make any changes in the terms and conditions of the tender and reject any or all bids at any stage of time. Bids received late or found incomplete shall be rejected.

n) In case of any complaint at any time regarding quality, quantity of items mentioned in sl. no 1a of tech. Terms and conditions the contract shall be terminated during the contract period at risk and cost of the vendor and the security deposit shall be forfeited.

o) Any discrepancy in the bid, If found the same shall be to advantage to BHEL and will be considered for evaluation accordingly.

p) Successful bidder EMD can be retained as security deposit and unsuccessful bidder's EMD will be returned after finalization of the contract without any interest.

Annexure – 'III'

Commercial Terms & conditions

**1) SUBMISSION OF BID**

Bids complete in all respects should reach our office on or before date 30.08.2015 by 14.00 Hrs.

**The Tender shall be in two part bids.** Technical bid shall be opened on date 30.08.2015 at 3.30 pm of opening of the bids in the presence of bidders who may like to be present. After security and acceptance of the technical bids, price bids of technically accepted parties only shall be opened. The date of opening price bids will be intimated separately.

2) Tenders received mixed (With technical and price bids) will be rejected.

**PART-1: TECHNO-COMMERCIAL BID (IN DUPLICATE)**

This part shall contain the following:

- Technical offer/details
- Commercial terms and conditions
- This part shall be submitted in duplicate in two separate sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and 'part-1 : techno – commercial bid'.

**Signature & seal the contractor**

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- d) Complete tenders on all respects duly signed & stamped on each and every page by the authorized signatory of the bidders as a token of acceptance of all the terms & conditions of tender. Manufacturer's name, trade mark or patent No., if any, should be specified. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
- e) Unpriced copy of the bid with all amount/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'

**PART -2: PRICE BID**

This part shall contain price only and should not contain any technical details and/ or Commercial Terms & Condition. Any technical details and/or Commercial Terms & Condition, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicate above.

This part shall be submitted in a separate sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Items of supply, due date of opening and 'part-2: price bid.'

**3) RATE**

In case of award of contract, the rates shall remain for a Period of two year i.e. the ENTIRE PERIOD OF CONTRACT.

**4) BID VALIDITY**

The bid shall remain valid for a period of 30 days form the date opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".

**5) VAILIDITY OF CONTRACT**

The contract will be valid for a period of two year. The same may however be extended further for a period of one year/ part thereof with mutual agreement, in writing ,on the same Rates, Terms and conditions.

(Signature & seal of the contractor)



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**6) TERMINATION OF CONTRACT**

If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminated the contract.

**7) SECURITY DEPOSIT**

The successful bidder shall be required to furnish a security deposit 1 lacs + 7.5% of amount exceeding 10 lacs of total value of contract, excluding taxes. 50% of security deposit amount including EMD . will have to be furnished through demand draft / banker's cheque in favor of BHEL payable at New Delhi or by cash in BHEL finance department Lodhi Office New Delhi-110003 before start of the contract and balance 50% will be recovered from the running bills @ 10% of the bill value till the time the full security deposit is recovered. The security deposit shall not carry any interest and will be refunded to the contractor on completion of the contract and settlement of recovery of dues, if any

**8) TERMS OF PAYMENT**

In case of award of the work all Invoices along with specified documents shall be submitted in triplicate, to HR-GAX Department of BHEL Building, Lodhi Road and the payments will generally be made on a monthly basis within 15 days after receipt of bill correct in all respect and verification by BHEL representative for satisfactory completion of the work and actual quantity. No advance money will be paid under circumstances. Also no interest shall be paid due to delay in making the payment.

9) BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Division of BHEL during the last three years will be rejected. Late tenders will be rejected.

**Signature & seal of the contractor)**

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10) BHEL reserves the right to Increase / decrease the quantities

11) TAX DEDUCTION SOURCE:

Tax shall be deducted at source from the running bills as per applicable income Tax Rules and other statutory requirements.

12) PENALTY CLAUSE

a) If the party fails to perform and provide satisfactory services during the contract period, the purchaser shall, without prejudice to its other remedies under the contract, shall buy services from

other agency and the same shall be deducted from the contractor running bill plus a penalty of Rs. 500/- per day shall also be levied on contractor.

b) A penalty of Rs. 100/- per complaint of misbehavior / misconduct of manpower of contractor shall be deducted from the running bill.

c) A penalty of Rs. 50/- shall be levied per incidence of bad quality of product.

13) DELIVERY PERIOD

Vending machines to be delivered within 15 days of placing the PO. Penalty of Rs. 500/- days shall be charged, if the services are not made operational within the stipulated time period.

14) EVALUATION CRITERIA

a) Bidders shall be selected as mentioned in price format.

In the event of more than one bidder having quoted identical lowest rates, work shall be awarded to the bidder having higher turnover.

(Signature & seal of the contractor)





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Annexure – 'IV'

**1. ARBITRATION**

In the event of any dispute of difference arising out of the execution of the Order / Contract of the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the order/ Contract, such dispute of difference shall )except as to any matters, the decision of which is specifically

provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under clause. The venue of arbitration shall be at BHEL Lodhi Road.

**2) LAWS GOVERNING THE CONTRACT**

The Order/ Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any arising under or in connection with the Order/ Contract.

**3) JURISDICTION DISCREPENCY:**

Courts at New Delhi Shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

**4) PRICE DISCREPENCY:**

a) If, in the price structure quoted for the required goods/services/work, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price the quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price., in which case the total price as quoted shall govern and the unit price shall be corrected accordingly.

**(Signature & seal of the contractor)**



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b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid liable to be ignored.

**5) STATUTORY VARIATION:**

a) If the for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotation. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.

b) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchase.

c) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variation referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller / Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

d) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

**(Signature & seal of the contractor)**



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NOTE:

6) It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicate in the bid on a separate sheet.

Annexure-‘IX’

PRICE BID FORMAT

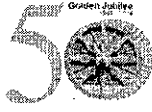
S.No.	Description	Rate per cup inclusive all taxes (Rs.)		
		‘X’ <200 cups/Day (Weightage 30%)	‘Y’ >500 cups/Day (Weightage 60%)	‘Z’ >800 Cups/Day (Weightage 10%)
1	Normal tea- Bru /Nastle / Coca cola /Cofee Day /Tata / Barista Lavazza, any one			
2	Tea Without sugar:- Bru / Nestle /Coca cola /Cofee Day /Tata /Barista Lavazza, Any one	Rs...../- (In Words Rupees.....)	Rs...../- (In Words Rupees.....)	Rs...../- (In Words Rupees.....)
3	Cardamom Tea:- Bru /Nastle / Cocoa cola /Cofee Day/Tata / Barista Lavazza, any one	.....)	.....)	.....)
4	Cofee:Bru / Nestle /Coca cola / Coffee Day / Barista Lavazza, any one			
5	Hot lemon tea:- Bru / Nestle / Coca cola /Coffee Day /Tata / Barista Lavazza, any one			

Evaluation Value (V) = Rs.‘X’ x 30% + Rs.‘Y’ x 60% + Rs.‘Z’ x 10%

= Rs.....x 0.3 + Rs.....x 0.6 + Rs.....x 0.1

= Rs...../- (Rupee.....)

(Signature & seal of the contractor)



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Note:

- The rates quoted above should be inclusive of all taxes as applicable.
- Only fresh milk such as Mother dairy/ Amul brand should be used to make required Tea & Coffee.
- X, Y & Z are the number of cups consumed per day.
- Incase if there is discrepancy in amount quoted in figure and words (for consumption X, Y & Z) then amount quoted in words shall be considered final.
- In case, there is error in working of Evaluation Value (V), then the value (V) will be corrected considering amount quoted for consumption X, Y & Z.
- Tomato Soup (If required, should be provided by bidder on same rates as Tea & Coffee).
- Clause no 19 (PRICE DISCREPRENCY), Annexure 'IV' shall be prevailing in case of dispute.

(Signature & seal of the contractor)

**DETAILS OF BUSINESS**

**The vendor shall furnish the following information along with Part-1 bid for Rate Contract for flower arrangements**

1.0	Name of the firm	
2.0	Address for communication	
3.0	Registered Office, if any :	
	Telephone No. (Office) (Res) (Mobile) (Fax)	
4.0	Name of proprietor / partner	
5.0	Turnover of any last three years (2014-15, 2013-14, 2012-13, 2011-12)	
6.0	Experience Certificates with Govt./Public Sector Undertaking / Private of repute.- Minimum three years (Pl. enclose )	
7.0	Copy of PAN Card & service tax ref. to be furnished	
9.0	Any other information	



**Acceptance Letter / No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:  
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

**Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.**

Signature  
With name, Designation & seal of the firm

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line.

**DECLARATION**

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

Signature  
With name, Designation & seal of the firm

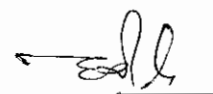
**TECHNICAL DETAILS**

**For Technical bid**

*Work Experience fulfilling ,submitted in Part-I Bid)*

<b>Work Experience</b>	
<b>PAN Card No. / Name on PAN Card</b>	
<b>Service Tax No. / Taxable Services</b>	
<b>Turnover of any last three years</b>	

**(Signature & seal of the contractor)**



**CHECK-LIST (Part-I Bid)****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

<b>SNo.</b>	<b>Description of requirement</b>	<b>Yes/ No/NA</b>	<b>Page No(s)</b>
1	Details of work experience, satisfactory work performance certificates.		
2	Copy of the PAN card.		
3	Terms & Conditions (Annexure-"I").		
4	Technical Terms & Conditions /specification (Annexure-"II").		
5	General Terms , Conditions & Commercial Terms , Conditions (Annexure-"III").		
6	Details of business (Annexure-"IV").		
7	Acceptance Letter / No Deviation Certificate (Annexure-"V")		
8	Declaration (Annexure-"VI")		
9	Technical Details (Annexure-"VII")		
10	Unquoted Price Bid Format (Annexure-"VIII")		
11	Check List (Annexure-"IX")		
12	NEFT Format Duly Certified by Bank		

**(Signature & seal of the contractor)**
